

VEHICLE REPAIR AND SERVICE AGREEMENT

BETWEEN

ID SMART TECHNOLOGIES COMPANY LIMITED

AND

THE CUSTOMERS

Dated at Dar es Salaam this day of 2026

Drawn By:

Parties

DAR ES SALAAM

TANZANIA

VEHICLE REPAIR AND SERVICE AGREEMENT

This Vehicle Service and Repair Agreement is made this _____ day of _____ 20....

BETWEEN

ID Smart Technology Company Limited is a private company dealing with motor vehicle repair and services. The company has experienced and qualified technical staff to undertake servicing, repair and maintenance of motor vehicles, supply and Installation of Bull Bar and Car locks, supply and delivery of motor vehicles tyres, tubes and batteries, panel beating, spray painting of motor vehicles, importation of motor vehicles and genuine spares, and transport and transportation services.

AND

The **Customers** who want to have their vehicles serviced, maintained and repaired at ID Smart Technology Company Limited Workshop.

1. PREAMBLE

- A. **WHERE ID Smart Technology Company Limited**, upon acceptance of the defected vehicles into its workshop and after diagnosis of the parties to be serviced, repaired and maintained, shall immediately commence work on the vehicles to restore them to roadworthy and running conditions as per the diagnosis.
- B. **For the purpose of this Agreement, "Customer"** means any person, company or organization whose vehicle needs to be serviced, repaired, and maintained at the workshop of the **ID Smart Technology Company Limited**. A **Customer** can be the vehicle owner, a driver or any authorized representative of the vehicle owner.

2. PARTIES

- A. This Agreement is made between ID SMART TECHNOLOGY COMPANY LIMITED trading as ID SMART GARAGE, of P.O. Box 2157, Dar es Salaam (hereinafter referred to as "the Workshop") of the one part, and the Customer whose details appear on the Job Card and signature page (hereinafter referred to as "the Customer") of the other part.

3. SCOPE OF WORK

- A. The Workshop agrees to undertake diagnosis, servicing, maintenance, and repair of the Customer's motor vehicle as described in the Job Card and Quotation.

4. RESPONSIBILITIES AND COMMITMENTS OF THE WORKSHOP

1. **Diagnosis and Quotation:** The Workshop shall conduct a thorough diagnosis of the vehicle using appropriate diagnostic tools and shall provide the Customer with a detailed cost estimate for spare parts and labour. No repair work shall commence without the Customer's prior written or verbal consent.
2. Should a customer wish to remove her/his vehicle from ID Smart Garage Workshop without carrying out repairs or services, she will be required to pay 8 percent of the total estimated cost as inspection, logistics and consultancy fees, plus a storage fee of TZS 3,000 per day.
3. **Quality Workmanship:** The Workshop shall perform all servicing, repair, and maintenance works with due diligence, professional skill, and care, and shall use genuine, original, or Customer-approved quality spare parts.
4. **Timely Completion:** The Workshop shall endeavour to complete all works within the agreed timeframe. In the event of any unavoidable delay due to spare parts availability or unforeseen technical issues, the Workshop shall promptly notify the Customer.
5. **Safekeeping and Security:** The Workshop shall exercise reasonable care and take all necessary precautions for the safekeeping and security of the Customer's vehicle and any items therein while the vehicle is in its custody.
6. **Roadworthiness and Safety:** The Workshop guarantees that upon completion of repairs, the vehicle shall be in a roadworthy, safe, and running condition as per the agreed diagnosis.
7. **Transparency:** The Workshop shall, upon request, return all old and replaced parts to the Customer and shall maintain proper records of all work performed.
8. **Warranty:** The Workshop shall provide a warranty on spare parts and workmanship in accordance with its prevailing warranty policy.
9. **Professional Conduct:** The Workshop shall ensure that its staff conduct themselves professionally and shall designate the Workshop Manager and Supervisor to handle all Customer inquiries, inspections, and complaints.

5. RESPONSIBILITIES AND COMMITMENTS OF THE CUSTOMER

1. **Accurate Information:** The Customer shall provide accurate information regarding the vehicle's history, defects, and any previous repair attempts at the time of handing over the vehicle.

2. **Approval of Works:** The Customer shall review the diagnosis report and cost estimate and provide timely approval for the works to commence.
3. **Payment:** The Customer shall pay all charges for diagnosis, spare parts, labour, and other services rendered in full and on time as per the invoice issued by the Workshop.
4. **Collection of Vehicle:** The Customer shall collect the vehicle within 24 hours of being notified of completion. The Workshop shall not be held liable for any loss or damage after expiry of the notification period, and parking/storage charges may apply.
5. **Authorized Representative:** Where the Customer is not the owner, the Customer warrants that he/she is a duly authorized driver or representative of the owner and has the authority to authorize repairs.
6. **Compliance with Workshop Policy:** The Customer shall comply with the Workshop's policy regarding vehicle inspection, which allows viewing of vehicles under repair once every 72 hours, and shall not directly interfere with or instruct the mechanics while work is in progress. All inquiries shall be directed to the Workshop Manager or Supervisor. During the customer's viewing and inspection, the Workshop manager or supervisor will be present to host the customer and answer any questions and clarifications raised.
- 7.
8. **Online Monitoring Of Vehicle Repairs And Maintenance:** Through our locally developed "Garage System Solution" – a multi-functional platform designed to enhance efficiency, effectiveness and safety – clients can conveniently monitor the progress of vehicle repairs, servicing, and maintenance in our company website. This eliminates the need for customers to frequent physical visits to the garage simply to obtain updates on the status of their vehicles. The system includes a dedicated Customer Portal, which provides customers with convenient access to important information and real-time updates regarding their vehicles.
9. **Provision of Documents:** The Customer shall provide a copy of the vehicle registration card, ID, and other necessary documents upon request.

6. INSURANCE REPAIRS – ACCIDENTS CASES

1. **Insurance Approval:** In case of motor vehicle accidents, the commencement of any repair work shall be strictly subject to prior written approval from the relevant Insurance Company.
2. **Customer Obligation:** The Customer shall be responsible for initiating the insurance claim, providing all necessary documents, and facilitating communication between the Workshop and the Insurance Company and/or Assessor.

3. **Assessment:** The Workshop shall not commence repairs until the insurance assessor has inspected the vehicle and a written Letter of Authority or approved repair authority is received.
4. **Additional Damages:** Should any additional hidden damages be discovered during the course of repairs that were not included in the initial assessment, the Workshop shall notify both the Customer and the Insurance Company. No additional work shall be undertaken until supplementary approval is obtained.
5. **Payment Liability:** In the event the Insurance Company declines, delays, or partially approves the claim, the Customer shall remain fully liable for payment of all repair costs incurred.

7. PAYMENT TERMS

1. All quotations are valid for seven (7) days from the date of issue.
2. A deposit of not less than 50% of the total estimated cost may be required before ordering spare parts.
3. Full payment shall be made upon completion of work and before the release of the vehicle, unless otherwise agreed in writing.
4. Payments may be made in cash, bank transfer, or mobile money to the official Company accounts only. The Workshop shall not be responsible for payments made to individual staff.
5. Any vehicle not collected within fourteen (7) days after completion notification may attract a storage fee of TZS 3,000 per day.

8. PAYMENT TERMS

1. The Workshop shall not be liable for any pre-existing defects, faults, or damages not captured in the initial diagnosis report and job card.
2. The Workshop shall not be liable for loss of, or damage to, any personal belongings, valuables, or accessories left inside the vehicle. Customers are advised to remove all valuables before handing over the vehicle.
3. The Workshop's liability for any claim arising out of this Agreement shall not exceed the total cost of the service invoiced for that specific repair.
4. The Workshop shall not be liable for any indirect, incidental, or consequential damages, including loss of business or loss of use of the vehicle.

9. TERMINATION

1. Either party may terminate this Agreement by giving written notice if the other party is in material breach and fails to remedy such breach within seven (7) days.
2. The Customer may cancel the repair order before work commences, but shall be liable to pay for diagnosis charges and any spare parts already ordered.
3. Upon termination, the Customer shall immediately pay for all works completed up to the date of termination and collect the vehicle.

10. DISPUTE RESOLUTION

1. Any dispute arising out of or in connection with this Agreement shall first be resolved amicably through negotiation between the Customer and the Workshop Manager.
2. If the dispute is not resolved within fourteen (14) days, it shall be referred to mediation in accordance with the mediation rules applicable in Tanzania.
3. If mediation fails, the matter shall be referred to a Court of competent jurisdiction in Tanzania.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Laws of the United Republic of Tanzania.

11. GENERAL PROVISIONS

1. This Agreement constitutes the entire understanding between the parties.
2. Any amendment to this Agreement shall only be valid if made in writing and signed by both parties.
3. The Customer acknowledges that he/she has read, understood, and agreed to all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date herein below:

FOR ID SMART TECHNOLOGY CO. LTD:

Name: Peter Sabai Chacha

Title: Director of Marketing & Operations

Signature & Stamp:

Date:

Vehicle Reg No:

Vehicle Model:.....

FOR THE CUSTOMER:

Name/Organization:

ID No:

Phone No:.....

Signature:.....

Vehicle Reg No:

Vehicle Model: